

Exhibit D: Excerpts from Plaintiff's Closing Arguments

1 And we know that he's going to permit the use, at
2 least, if he doesn't use it himself. And he's not going to
3 protect the confidential information from unauthorized use and
4 disclosure.

5 Shortly, about a month after that, Larada -- PHS
6 enters into the license agreement. Sheila, on behalf of PHS,
7 enters into seven different agreements, all the confidentiality
8 provisions that she initialed every page of. And we've covered
9 these, and I'm not going to read it all to you, but they
10 prevent divulging the information, copying the information,
11 reverse engineering it, or duplicating it.

12 Then, once again, there's a period of not much
13 activity, but we hear some testimony about the 2.0 coming out.
14 And shortly after a meeting about the status of the 2.0, Sheila
15 Fassler goes back to Kevin Dahlquist and forwards the
16 presentation about the AirAllé 2.0 to him. That's the
17 beginning of the real phase of beginning the FloSonix
18 development process in earnest. It really started in 2014, but
19 the big work is starting to be done now in 2016.

20 So there's the presentation, and we're moving on, and
21 by August 29, 2016, Kevin is talking about reskinning actual
22 AirAllé units. He talks about two different paths that they
23 were talking about going down. I don't know how Kevin thought
24 they were going to get their hands on our devices, but that's
25 something he was working on at that time, the line enclosure